DOCUMENT RESUME

ED 290 423 HE 021 140

TITLE	Collective Bargaining Agreement by and between the Administration of Adelphi University and Adelphi University Chapter, American Association of University Professors, September 1, 1987-August 31, 1990.
INSTITUTION	Adelphi Univ., Garden City, N.Y.; American Association of Univ. Professors, Washington, D.C.
PUB DATE	1 Sep 87
NOTE	50p.
PUB TYPE	Legal/Legislative/Regulatory Materials (090)
EDRS PRICE	MF01/PC02 Plus Postage.
DESCRIPTORS	Arbitration; *Collective Bargaining; *College Faculty; *Contracts; *Employment Practices; Faculty Workload; Fringe Benefits; Grievance Procedures; Higher Education; Personnel Policy; *Private Colleges; Teacher Employment Benefits; Teacher Salaries; Tenure
IDENTIFIERS	*AAUP Contracts; *Adelphi University NY; American Association of University Professors; Dues Checkoff

ABSTRACT

The collective bargaining agreement between Adelphi University administration and the Adelphi University chapter of the American Association of University Professors (AAUP) covering the period September 1, 1987-August 31, 1990 is presented. Items covered in the agreement include: unit recognition, exchange of information between AAUP and the administration, dues checkoff, relationship between the parties, grievance and arbitration, no strikes/lockouts clause, compensation, fringe benefits, faculty privileges and use of university facilities, and workload. Appendices include: a letter of understanding regarding the faculty constitution and personnel plan, and a memorandum of understanding regarding supervision of field internship in social work. (SW)

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COLLECTIVE BARGAINING

AGREEMENT

BY AND BETWEEN

THE ADMINISTRATION OF ADELPHI UNIVERSITY

- and -

ADELPHI UNIVERSITY CHAPTER,

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

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September 1, 1987 - August 31, 1990

Garden City, New York

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September 1, 1987 - August 31, 1990

Garden City, New York

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ARTICLE I
DEFINITIONS

As used in this Agreement and except as its context may otherwise require:

1. "Administration" means the Board of Trustees and duly constituted administrative officers and agents of Adelphi University, Garden City, New York, a private institution of higher education chartered by the State of New York.

2. "Faculty member" means an individual bargaining unit faculty member as the bargaining unit is defined by the NLRB certification appended hereto as "Appendix A."

3. "The AAUP" means the Adelphi University Chapter, American Association of University Professors.

4. "Full-time faculty member" means a member of the bargaining unit who holds faculty rank as defined in the Personnel Plan and who has been issued a contract as a full-time faculty member.

5. "Regular part-time faculty" means one who is employed in either semester of the current academic year and who has been employed at least one semester in each of the last two academic years exclusive of summer sessions. "Senior Adjunct Faculty" means regular part-time faculty who, under the procedures of Article VI.E of this Agreement, have attained this status.

6. The full-time "visiting" rank shall designate an appointment of an individual who holds academic rank at another institution of higher education and is on leave-of-absence from that institution, an individual who is from outside of higher edcuation who brings to the University special skills and/or professional achievement, or an individual who was hired under circumstances which precluded a search having been carried out.

The appointment period to full-time "visiting" rank shall be one (1) year or less with a limit of three (3) consecutive years of service. A "visiting" faculty member may be considered for appointment to a regular tenure-track appointment only when the circumstances of the original appointment and any subsequent re-appointment to "visiting" rank precluded a search being carried out. Under no circumstances will an individual be changed from "visiting" status to regular status without a search being carried out.

An individual who held the rank of "visiting" faculty member for three (3) consecutive years may be re-appointed to "visiting" rank after a period of two (2) years has passed since holding that position. No one shall hold the title "visiting" faculty member for more than a total of six (6) years.

The AAUP shall be advised of each such appointment at the time such appointment is made. Individuals holding "visiting" appointments shall be members of the Collective Bargaining Unit. Although "visiting" faculty shall not be subject to the usual notification dates, an effort shall be made to inform such a faculty member of his/her status before the end of the period of appointment.

This language shall not apply to those individual(s) holding the title "Distinguished Visiting Professor" during the 1985-86 academic year.

7. "Provost" means the chief academic officer, whatever the title may be.

ARTICLE II
RECOGNITION AND DEFINITION OF UNIT

The Administration recognizes the AAUP as the exclusive representative of the employees in the following bargaining unit:

INCLUDED: All full- and regular part-time faculty including professional librarians and research associates.

EXCLUDED: All other employees, administrative personnel, deans, associate deans, assistant deans, assistants to the deans, support personnel such as counselors and technicians, the director of continuing education, the director and associate director of the computing center, the registrar, the research administrator, the director of admissions, the director of intercollegiate athletics, the director and assistant director of libraries, directors of the school of nursing, the director of the children's theater, coaches except those who are engaged in full- or part-time faculty functions, guest lecturers, field instructors in the school of social work who are paid by outside agencies, graduate teaching and research assistants, the director of the instructional media center, guards, and supervisors within the meaning of the Act.

ARTICLE III
EXCHANGE OF INFORMATION BETWEEN THE AAUP AND THE ADMINISTRATION

A. During the term of this Agreement, the Administration shall make available to the AAUP, within a reasonable time after receiving a request therefor, all information which is reasonably required for the implementation of this Agreement or the negotiation of subsequent Agreements.

B. Within 30 days after receipt of a notice of appointment signed by a new full-time faculty member, the Administration shall provide the AAUP with the name, mailing address, rank, base salary, effective date, and length of appointment of such new faculty member.

C. Within 30 days after the effective date of appointment of a part-time faculty member who will be commencing at least his/her third year of teaching at Adelphi, the Administration shall provide the AAUP with the name, mailing address, rank, if any, compensation, and effective date of appointment of such faculty member.

D. Within 45 days after the start of each semester, the Administration shall provide the AAUP with a list of all part-time faculty members appointed for such semester, including the name, mailing address, previous semesters taught at Adelphi, rank, if any, workload, and compensation.

E. Within 15 days after receipt of notice that a full- or part-time faculty member has terminated his/her appointment at Adelphi for any reason whatsoever, including retirement, disability, or death, the Administration shall provide the AAUP with the name of such faculty member.

F. The Administration shall forward to the AAUP copies of all termination notices of full-time faculty members at the same time such notices are sent to the faculty member.

G. The Administration shall notify the AAUP of any change in status or title of a faculty member within 15 days after such change is determined.

H. Within 30 days after the start of each program semester, the Administration shall provide the AAUP with a list of administrators and of faculty teaching in all special alternative campus, and off-campus programs currently in existence or which may hereafter be developed. When such persons are members of the bargaining unit, the list shall include name, mailing address, rank, workload, salary, fringe benefits, effective date and length of appointment, and prior appointments in all special, alternative campus and off-campus programs.

I. Within 60 days after the start of each semester, the Administration shall provide the AAUP with a list of the names of all full- and part-time administrators, including any faculty members who receive credit or pay as part-time administrators. When such persons are members of the bargaining unit, such list shall include base salary, special compensation and/or assigned time credit, if any, for said administrative assignments. In addition, the AAUP shall be informed of all new administrative appointments including name and title of such new appointment.

J. Within 10 days of its acceptance by the Board of Trustees, which is normally in January, the Administration shall provide the AAUP with a copy of the annual audited statement. If the audited statement is delayed, the Administration shall notify the AAUP of this fact and the probable date of availability and provide it to the AAUP within ten (10) days of its acceptance by the Board.

K. Within 60 days after the start of each semester, the Administration shall provide the AAUP with a list of all faculty who are members of the collective bargaining unit and who are paid or whose salary is funded in full or in part by special training or research grants.

L. Within 60 days after the beginning of each semester, the Administration shall provide the AAUP with copies of load sheets of each full-time and regular part-time faculty member. If activities appearing on the load sheets are compensated, the amount of compensation shall be indicated.

M. By September 20 of each year, the Administration will provide the AAUP with a list of all full-time faculty members who receive their salary in fewer than twelve (12) installments as per Article X.A.

N. By September 1 of each year, the Administration shall designate the individual who is responsible for complying with each of the requirements to furnish information as provided in this Article during the term of this Agreement.

O. By January 1, 1988, the compliance officer designated above and the AAUP administrative secretary shall develop standard forms to be used by all departments, and/or schools, and the Library in reporting information as required elsewhere in this Article. These forms shall be reviewed and revised periodically so as to be most effective in the transmission of required information.

P. The AAUP shall send to the compliance officer designated in paragraph N of this Article copies of its newsletters, meeting announcements, and similar items sent to the general AAUP membership at the same time those items are sent to the membership.

ARTICLE IV
CHECK-OFF OF AAUP DUES

The AAUP will collect signed check-off authorization cards from its dues-paying members, and will submit all newly signed cards by the 15th of each month to the Administration. The Administration shall deduct dues in amounts certified by the Treasurer of the AAUP from time to time from the faculty member's paycheck either monthly or annually, at the option of the faculty member, and shall remit the receipts to the AAUP once each month.

Revocation of a signed check-off authorization card shall be effective for the subsequent academic year commencing September 1 only if the revocation is signed by the faculty member and submitted by the AAUP to the Administration.

The AAUP shall promptly submit the signed revocation form to the Administration and shall reimburse the University for any actual losses it incurs as a direct result of the AAUP's failure to submit a signed revocation prior to the first effective pay date in the subsequent academic year.

ARTICLE V
RELATIONSHIP BETWEEN THE PARTIES

A. The AAUP shall be permitted to use Adelphi's facilities and services, including campus mail, for the transaction of AAUP business, provided that such utilization does not interrupt normal Adelphi operations. The AAUP shall pay for all standard service costs.

B. The Administration shall provide the AAUP with a suitable office on campus, including on-campus telephone service. Access to the computer network will be limited to the academic computer(s).

C. The parties will confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual interest.

D. At the time a new full-time faculty member is appointed or when a part-time faculty member attains regular part-time status his/her name and mailing address will be provided to the AAUP. At the time the Administration sends such individual a contract for signature, it shall include a copy of this Agreement.

E. The parties agree to form a committee which shall meet at least once every two (2) months, with the Provost present, to discuss issues of interest. Either party shall have the right to present agenda items for discussion. In these discussions of the agenda items information shall be provided which is readily available and which will assist an informed discussion.

ARTICLE VI
GUARANTEE OF RIGHTS

A. The Administration and the AAUP agree that there shall be no discrimination against any faculty member or against any applicant for employment by reason of age, race, creed, color, sex, sexual preference, religion, handicap, or national origin. The parties agree to support the principle of affirmative action.

B. The Administration and the AAUP support the Statement on Academic Freedom and Tenure formulated jointly by the Association of American Colleges and the American Association of University Professors and adopted January 10, 1941, and incorporated in Appendix A of the Adelphi University Personnel Plan.

C. All well-established, generally applicable practices which benefit members of the bargaining unit in a significant manner shall be maintained, unless modified by this Agreement or by mutual consent. "Generally applicable" as used herein means a practice which has been applied to a well-defined category of faculty members or to a reasonably broad group of faculty members from different departments who share a community of interest. It is understood that this clause does not apply to the size and scheduling of classes, nor does it apply to workload.

D. Each faculty member shall, upon written request to the Provost, be advised of all personnel files regarding such member maintained by the chair, deans, and other administrative officers. Upon reasonable notice, the faculty member shall have access to all material in those files. The faculty member shall have the right to submit material to be included in his or her file, and to respond in writing to any document therein and have such written response placed in the file. Personnel material not accessible to a faculty member shall not be transmitted or used in any way. This provision shall not apply to the confidential files maintained by the University Personnel Committee.

E. A regular part-time faculty member who has taught at Adelphi for seven (7) consecutive academic years shall have the right to apply to his/her department or school for the title of "Senior Adjunct Faculty." It is understood that in those programs which have a trimester schedule a regular part-time faculty member must teach in at least two of the trimesters to maintain years of consecutive service.

For purposes of determining eligibility under this paragraph:

a. The accumulation of years of service shall commence with the effective date of the first Collective Bargaining Agreement (September 1, 1973) between the parties. Breaks in service prior to September 1, 1985 shall not be included in years of service nor affect the accumulation of consecutive service.

b. Effective September 1, 1985, consecutive service shall not be considered broken by:

i. an approved leave-of-absence, or

ii. up to three (3) years of not teaching at Adelphi where course assignments were not available under the circumstances set forth in Section F (except for subparagraph 1) of this Article.

There shall be a limitation of fifty-nine (59) Senior Adjunct faculty positions, no more than fifteen (15) of which shall be in University College. Of the thirty (30) new Senior Adjunct positions, ten (10) shall be reserved to be filled during the final year of this Agreement. These limitations shall not apply to those individuals who, prior to September 1, 1987 held the title "Regular Adjunct Faculty". Additionally, those individuals who held the title "Regular Adjunct Faculty" prior to September 1, 1987 shall retain the title and shall also have the right to apply for the title of "Senior Adjunct Faculty" at such time as they may desire, the service requirement above notwithstanding. If any "Regular Adjunct Faculty" members attain the status of "Senior Adjunct Faculty" and then leave the University, their positions shall not be considered an addition to the above stated limitations and they shall not be replaceable as Senior Adjunct Faculty members.

A regular part-time faculty member who makes such a request shall be evaluated on the basis of criteria and procedures previously established by the department or school, approved by the appropriate Dean and the Provost, and disseminated. The Provost may, from time to time, review the procedures and criteria and require modification of them; however, no modifications shall be made without the approval of the department or school. A majority vote of the faculty of the department or school as well as the approval of the Dean and the Provost will be required for the granting of the title. A regular part-time faculty member who does not request such evaluation or who is not granted the title Senior Adjunct Faculty remains a regular part-time faculty member.

The full-time faculty of a department or school shall propose to the chairperson or appropriate Dean the academic role, if any, and voting rights, if any, for Senior Adjunct Faculty, which shall require the approval of the Dean and the Provost. The absence of a statement of the academic role of Senior Adjunct Faculty shall be taken to imply that no special role is associated with this status. The absence of such special role shall not constitute a basis upon which to deny the status.

The above procedure for attaining the title, and academic role, if any, of Senior Adjunct Faculty shall not apply to University College. The University College Academic Affairs Committee will evaluate part-time faculty for promotion to Senior Adjunct status in accordance with procedures outlined in its personnel plan, developed for evaluating part-time faculty to course tenure. Additionally, the University College Academic Affairs Committee shall have primary responsibility for the development of the academic role, if any, associated with the title of Senior Adjunct Faculty.

F. No regular part-time faculty member, shall have his/her employment terminated by the Administration, when his/her most recent course(s) continue to be offered, for reasons other than:

1. lack of merit
2. lack of enrollment
3. where qualified full-time faculty are underloaded
4. where full-time faculty must be substituted for reasons of accreditation or retraining
5. where a full-time or another part-time faculty member must be used to accommodate changes in program or curriculum, or
6. when such course or courses are taught by a full-time faculty member.

No Senior Adjunct Faculty member shall have his/her employment terminated by the Administration, when his/her most recent course(s) continue to be offered, for reasons other than 1-5 above.

A regular part-time faculty member, or Senior Adjunct Faculty member whose employment is terminated except as per 1 above shall retain his/her title for a period of three years from the date employment was terminated.

A Senior Adjunct Faculty member shall be offered a teaching load at least equal to that he/she has had over the previous five years (excluding summer sessions), provided courses and/or sections are available, subject to the same conditions as apply to items 2, 3, 4, and 5 above.

G. The department chairperson, or other appropriate individual, shall discuss teaching schedules with the faculty prior to such schedules being submitted to the Registrar's Office. Faculty shall be informed in writing and with adequate notice of their tentative teaching schedules. Additionally, regular part-time faculty shall be informed in writing, at the time they are made, of any changes in texts, curricula, or other academic matters which affect courses they teach.

H. The department chairperson, or other appropriate individual, shall circulate a general notice to all faculty ten (10) days in advance of the circulation to the general public of teaching opportunities in all new programs, special assignments, summer sessions, and intersessions. Assuming equal qualifications, these opportunities shall be offered to full-time faculty before being offered to part-time faculty.

I. A full-time faculty member shall have the right to request, in writing, a reduction to reduced load status at a level of less than 100% but at least 50% of normal load for a specified period of time. A faculty member with reduced load status shall receive an appropriately pro-rated portion of his/her salary and full standard University contributions to any fringe benefit programs in which the faculty member participates. A faculty member on reduced load status shall accrue pro-rated time towards tenure and/or promotion. The Administration may deny requests for reduced load status for academic and/or fiscal reasons stated in writing. The Administration shall not deny a request of a faculty member with reduced load status to return to full-load status.

J. Regular part-time faculty members shall be informed by individual letters mailed to their home addresses of all openings for full-time faculty positions in their department or school.

K. The Administration will forward to the University Personnel Committee the proposed workload for each faculty member whose proposed workload includes fifty percent (50%) or more of base load of released time and/or assigned time. The Provost will inform each faculty member involved and the AAUP at the time such information is sent to the University Personnel Committee. The University Personnel Committee will state in writing if in its opinion the proposed workload qualifies the faculty member for time credited. In those cases where the University Personnel Committee finds the workload inappropriate for crediting time towards tenure, promotion, and/or leave, the faculty member will have the right to refuse such workload. It is understood, however, that if such refusal cannot be accomodated for scheduling reasons, the faculty member will teach the assigned load without receiving credit for time served, and that the faculty member's assignments will be adjusted for the next semester. It is further understood that in the case of individual faculty members, single errors involving not sending the necessary information to the University Personnel Committee will not be deemed grievable under the terms of this Agreement. Additionally, the AAUP will be responsible for informing faculty of the implications of maintaining an inappropriate workload. The AAUP will encourage faculty to contact the Provost if there are potential problems regarding assigned workload, and will take an active role in identifying problematic situations. Finally, the parties recognize that there might be cases where a doubt exists as to whether the language of this paragraph applies. It is understood that the language of this paragraph does not prevent the faculty member from making an inquiry to the University Personnel Committee in such cases; such inquiry will be reported to the Provost.

L. If the Administration offers a faculty member a position or a reallocation of duties which would remove that faculty member from the full-time faculty or the Collective Bargaining Unit, it shall so notify the faculty member in writing in the offer, and copy of a redacted version of the offer will simultaneously be sent to the AAUP.

ARTICLE VII
GRIEVANCE AND ARBITRATION

A. Definition of Grievance: A grievance is a dispute concerning the interpretation, application or alleged violation of this Agreement.

B. Settlement of Disputes:

The Administration and the AAUP shall make an earnest effort to resolve potential grievances informally at the departmental, or other appropriate, level.

C. Formal Grievance Procedure:

1. Step I

The Grievant (or the AAUP) shall file a written grievance with the appropriate Dean within one (1) month after the occurrence of the event which gave rise to the dispute. However, if the occurrence of the event is not immediately known to the grievant (or to the AAUP in the case of a broader dispute), the time within which to file a grievance shall commence when the occurrence of the event is discovered by the exercise of due diligence. In the event that there is an attempt at informal resolution as per section B. above, the time requirement for filing a grievance shall be suspended while the informal process continues. Either party may indicate, by written communication to the other, of its position that the informal process should be terminated. In such cases the written grievance must be filed within one (1) month of receipt of the written communication terminating the informal process.

The Dean shall hold separate or joint conferences within two (2) weeks after receipt of the grievance to discuss the dispute with all relevant parties, including appropriate department heads, in an attempt to reach a satisfactory settlement.

If the dispute is not settled the Dean shall, within one (1) week after the conference, deliver to the grievant and the AAUP a signed statement of his/her position regarding the matter.

2. Step II

The grievant (or the AAUP) shall be entitled to obtain review of the Dean's Step I position by filing a written notice of appeal with the Provost within one (1) week after actual receipt of the Dean's written statement of position.

The Provost shall hold separate or joint conferences within one (1) week after receipt of the notice of appeal to discuss the dispute with all relevant parties, in an attempt to reach a satisfactory settlement.

If the dispute remains unsettled, the Provost shall, within one (1) week after the conference, deliver to the grievant and the AAUP a signed statement of the Administration's position regarding the matter.

3. Step III

If the grievance is not satisfactorily resolved at Step II, either the AAUP or the Administration may submit it to final and binding arbitration provided, however, that the right to arbitrate is waived unless the party desiring arbitration notifies the other party, within three (3) weeks after the Administration's Step II position shall have been received by the grievant and the AAUP, of its intention to seek arbitration.

4. Alternative Step I

In the event that the grievance involves a question which can be settled only at the highest levels of authority, the grievance may be filed in the first instance with the Provost, who shall process it in the manner set forth for Step I, except that in such event Step II shall be eliminated and the Provost's response shall constitute the Administration's final position regarding the matter. In the event the grievance is filed against the Provost, such grievance may be filed directly with the President or his/her designee.

5. Special Initial Date of Grievance

If a grievance arises during the last ten (10) days of the Fall Semester, all dates start with the beginning of the Spring Semester. If a grievance arises during the last ten (10) days of the Spring Semester, then the one month listed in Article VII,C.1. Step I shall be extended to ninety (90) days. With respect to the timeliness requirements of this Article, the clock shall automatically be stopped during the period between the end of the Fall semester and the beginning of the Spring semester, and between the end of summer sessions and the beginning of the Fall Semester.

D. Appointment of Arbitrator:

The arbitrator shall be selected pursuant to the rules of the American Arbitration Association (AAA). All arbitration under this Agreement shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the AAA.

E. Cost of Arbitration:

The necessary expenses of arbitration, excluding counsel fees, shall be shared equally by the parties.

F. Excluded Matters:

Notwithstanding anything to the contrary contained herein, the following matters, which are governed by existing practices and statutes (e.g. Personnel Plan, Faculty Constitution), shall not be subject to the foregoing grievance and arbitration procedures: disputes relating to termination or suspension of a tenured faculty member or of a non-tenured faculty member during the period of a contract, or to appointment, reappointment, promotion, academic freedom, and tenure.

G. Faculty Grievance Committee:

The provisions of the Personnel Plan relating to the Faculty Grievance Committee shall continue in full force and effect with respect to matters within its jurisdiction thereunder. If the Committee submits findings and recommendations to the Administration, there shall be a response from the appropriate administrator within a period of three (3) weeks. This response shall summarize the Administration's position.

H. Right to Initiate Arbitration and Settle Disputes:

No faculty member covered by this Agreement shall have the right to initiate arbitration under the provisions hereof, such right to initiate arbitration being limited to the AAUP and the Administration. In the event that any claim is made at any time by any faculty member against the Administration or the AAUP under the provision of this Agreement, any agreement or adjustment made by or between the AAUP and the Administration with respect to such dispute shall be final and binding upon the faculty member.

ARTICLE VIII
NO STRIKES - NO LOCKOUTS

The Administration shall not engage in any lockout and the AAUP and any employee or employees in the bargaining unit, singly or in concert, shall not authorize, condone, or engage in any strike, slow-down, picketing, cessation of work, or other interference with the business of the University during the life of the Agreement.

ARTICLE IX
COMPENSATION

A. Full-time Faculty Salary:

1. Effective September 1, 1987, the base salary of each full-time faculty member who was employed by the University prior to that date shall be increased by eight percent (8%) of his/her 1986-87 base salary, plus any applicable promotion increment. For purposes of computing 1988-89 salaries the resulting total shall be deemed to be said faculty member's 1987-88 base salary.

2. Effective September 1, 1988, the base salary of each full-time faculty member who was employed by the University prior to that date shall be increased by seven percent (7%) of his/her 1987-88 base salary. In addition to the foregoing, faculty members shall receive any applicable promotion increments, merit increases, and retention increases to which they are entitled under this Agreement. The resulting total shall be deemed a faculty member's base salary for 1988-89.

3. Effective September 1, 1989, the base salary of each full-time faculty member who was employed by the University prior to that date shall be increased by six percent (6%) of his/her 1988-89 base salary. In addition to the foregoing, faculty members shall receive any applicable promotion increments, merit increases, and retention increases to which they are entitled under this Agreement. The resulting total shall be deemed a faculty member's base salary for 1989-90.

4. A full-time faculty member who is promoted shall receive a promotion increment of $1000.

B. Regular Part-time Faculty Salary and Overload Compensation:

1. Effective as noted below, regular part-time faculty salary and overload rates shall be as follows:

Previous Semesters Taught	1987-88	1988-89	1989-90
0-5	$1217	$1278	$1341
6-10	$1360	$1429	$1500
11 or more	$1541	$1618	$1700

The foregoing rates apply to each three (3) credit-hour course taught by regular part-time faculty members and by full-time faculty on overload, including courses during summer session, but excluding intersession, if any. These rates shall not apply to ABLE and other University College administered programs. Payments for teaching in University College administered programs, except ABLE, shall be the same as in 1975-76. Travel premiums for existing programs shall remain the same as in 1975-76.

2. Effective as noted below, the rates which shall apply for regular part-time faculty members and full-time faculty on overload for each four (4) credit hours taught in the ABLE program shall be as follows:

Previous Semesters Taught	1987-88	1988-89	1989-90
0-5	$1623	$1704	$1788
6-10	$1813	$1905	$2000
11 or more	$2055	$2157	$2267

3. Senior Adjunct Faculty rates shall be ten percent (10%) above the applicable rate specified in paragraph B.1 or B.2 of this Article.

4. If a regular part-time faculty member has exceptional professional experience the academic unit employing the faculty member may, with the approval of the Dean, petition the Provost for the crediting of such experience as prior teaching experience for purposes of determining salary as per the rates in paragraphs B.1 or B.2 of this Article.

C. Merit Increases:

1. Effective on each of the following dates, the Administration will allocate the following sums to be distributed to certain full-time faculty members in the form of merit salary increases which will be added to their base salaries:

Effective Date	Amount Allocated
September 1, 1988 (awards $1000-$3000)	$50000 per annum
September 1, 1989 (awards $1000-$3250)	$75000 per annum
September 1, 1990 (awards $1000-$3500)	$75000 per annum

It is understood that the amounts allocated in each year will be fully expended.

2. Each merit increase shall not be less or more than set forth above. Faculty have the right to apply for merit increases in successive years.

3. A faculty member may apply for a merit increase or be nominated for such increase by another individual. Applications for a merit increase shall be reviewed by a committee of three faculty members elected in accordance with procedures established by the Faculty Senate, and three administrators appointed by the Provost. Committee members will not be eligible for merit increases. Applications for merit increases must be received by the Chair of the Evaluation Committee by December 1. By May 1 the Commmitee shall forward, at one time,

the names of all faculty it recommends for merit increases to the Provost for his/her review and approval. The Provost at the time of notifying individual faculty members of the award of a merit increase shall also notify the Evaluation Committee and the AAUP. The Provost shall also promptly notify the Committee and the AAUP of any increase he/she has not approved and thereafter shall meet with the Committee upon request to discuss the matter.

4. The Evaluation Committee, with input from and subject to concurrence by the Provost, will develop its own procedures and criteria, but shall include consideration of outstanding performance in any or all the areas of teaching, scholarship, and service. It shall specifically exclude consideration of class size except insofar as it may relate to outstanding teaching.

D. Retention Increase:

If a full-time faculty member presents to the Administration evidence of an offer of employment from another institution, either academic or non-academic, the Administration may, at its sole discretion, increase the faculty member's base salary. The Administration shall notify the AAUP of all applications for retention increase upon the receipt of such applications. In cases where an adjustment to base salary is made the Administration shall notify the AAUP of the amount of such adjustment. The retention increase will not be funded from merit increase sources.

E. Mileage Allowance:

The rate per mile used in all calculations related to travel shall be the rate used by the I.R.S. for deduction purposes.

ARTICLE X
PAYMENTS

A. Full-time Base Salary:

1. The Administration offers the option of paying faculty in nine (9) or twelve (12) equal installments on the last working day of each month. However,

a. Faculty members may not change the schedule of payments selected (nine (9) or twelve (12) months) during any fiscal year. Changes may be effected only for a new fiscal year and after thirty (30) days' notice to the Administration.

b. Exception to a. above may be made by the Administration in the matter of June, July, and August salaries (twelve (12) month schedule) if:

1) Thirty (30) days' notice is given to the Administration;
2) Sufficient cause is established.

2. Payments for faculty members on sabbatical leave will be made in accord with the schedule chosen by the faculty member. However, the exceptions noted in 1.b above may be employed with the same provision.

B. Part-time, Overload, and Summer Session Salary:

1. Part-time faculty members will be paid in three equal installments: the normal midmonthly payroll day of October and November, and the last working day* of December in the Fall semester, and the normal midmonthly payroll day of March and April, and the last working day* of May in the Spring semester.

2. Overload payments, except for courses in the ABLE, MBA off-Campus, and other special programs, will be made in one payment on the last working day of November in the Fall semester, and the last working day of April in the Spring semester.

3. Summer session payment will be made on the last working day* of the session.

C. General Provision:

It shall be Administration policy to make payment for the months of December and May and the sole payment in a summer session, only after a faculty member has completed his/her work for the term or session to include submission of the final grade list.

*Last working day in any session will be the last day of examinations as set forth in the Academic Calendar.

ARTICLE XI
FRINGE BENEFITS

A. Blue Cross:

1. The Blue Cross Plan provides 120 Day Hospital Coverage for each participant. This plan is described in detail in a booklet which is available from the Office of Human Resources. The kinds of Blue Cross plans available are single policy, family policy, and senior care policy.

2. A faculty member becomes eligible for Blue Cross on the first day of the month coinciding with or next following the day he/she begins employment. If Blue Cross is not applied for at the time of eligibility one can only apply for coverage if he/she is transferring from an existing Blue Cross policy held elsewhere. Eligible dependents are the spouse of an eligible faculty member, unless legally separated, unmarried children under age 19, and unmarried children from age 19 through 25 who are full-time students and dependent upon the faculty member for support.

3. Participation in the Blue Cross Plan is open to full-time faculty and regular part-time faculty.

4. Effective September 1, 1987, the University shall pay eighty-five percent (85%) of the premium for a single policy. Effective September 1, 1988, the University shall pay eighty percent (80%) of the premium for a single policy. Effective September 1, 1989, the University shall pay seventy-five percent (75%) of the premium for a single policy. In each year covered by this Agreement, the University shall pay seventy-five percent (75%) of the premium for a family policy. Regular part-time faculty members may participate in the group plan but the University shall not make any contribution towards the premium.

B. Health Maintenance Organization (HMO):

1. The Blue Cross and Blue Shield of Greater New York Health Maintenance Organization (HMO) through its three medical groups - the Community Health Program of Queens-Nassau, Inc., affiliated with Long Island Jewish-Hillside Medical Center, the Montefiore Hospital Medical Group, and the Community Health Plan of Suffolk, Inc. - provides comprehensive medical and hospital services with little or no out-of-pocket expenses for the faculty member or his/her family whenever care is needed. The HMO concept emphasizes preventive medicine. The accent is on keeping participants healthy by encouraging care on a regular basis. The two plans available are a single policy and a family policy.

2. A faculty member becomes eligible for an HMO Plan on the first day of the month coinciding with or next following the day he/she begins employment. If an HMO Plan is not applied for at the time of eligibility, one can only apply for coverage if he/she is transferring from an existing Blue Cross policy held elsewhere. A faculty member may transfer to an HMO Plan from Blue Cross, or from Blue Cross to an HMO Plan, at any time. Eligible dependents are the spouse of an eligible faculty member, unless legally separated, and unmarried children under age 19, and unmarried children from age 19 through 25 who are full-time students and dependent upon the faculty member for support.

3. Participation in the HMO Plan is open to full-time faculty and regular part-time faculty.

4. Effective September 1, 1987, the University shall pay eighty-five percent (85%) of the premium for a single policy. Effective September 1, 1988, the University shall pay eighty percent (80%) of the premium for a single policy. Effective September 1, 1989, the University shall pay seventy-five percent (75%) of the premium for a single policy. In each year covered by this Agreement, the University shall pay seventy-five percent (75%) of the premium for a family policy. The actual dollar amount of the University contribution towards the HMO premium shall not exceed what would have been the University contribution had the faculty member maintained Blue Cross/Major Medical coverage. Exception to this limitation shall apply during any period when a faculty member is prohibited, under terms of the Blue Cross/Major Medical or HMO contracts from switching his/her coverage to the Blue Cross/Major Medical plan. The University shall inform the faculty member of such a situation and further inform the faculty member of the earliest date when a change of coverage would be allowed. If, at the time such change is allowed, the faculty member chooses to retain HMO coverage the above limitation shall be restored and the extra costs borne by the faculty member. Regular part-time faculty members may participate in the HMO plan but the University shall not make any contributions towards the premiums. No faculty member may maintain both Blue Cross/Major Medical and HMO plans.

5. Faculty shall have the option to choose ChoiceCare of Long Island, an Individual Practice Association-Health Maintenance Organization, as an alternative to the Blue Cross/Blue Shield HMO described in paragraph 1 of this Article. Eligibility requirements and division of premiums shall be the same for the ChoiceCare option as for the Blue Cross/Blue Shield option as described in paragraphs 2-4 of this Article. A brochure describing the details of the ChoiceCare plan is available from the Office of Human Resources.

C. Major Medical:

1. A booklet describing the Major Medical Plan is available from the Office of Human Resources. The Major Medical Plan is called a "wraparound" Major Medical Plan. This means that all medical claims will be filed with a single carrier. The major medical deductible is $150 per person per year; however, the deductible applies only to the first two persons in a family. When two family members satisfy the deductible, $150 each, the remainder of the family does not have a deductible for the remainder of the year. After satisfaction of the deductible the policy pays eighty percent (80%) of the first $5000 of charges and one hundred percent (100%) of all charges in excess of $5000 per individual. Effective January 1, 1988 the deductible per person shall be increased to $200, but the other provisions pertaining to the satisfaction of the deductible shall continue. Effective Janaury 1, 1989 the copayment level of $5000 shall be increased to $7500. Two additional features of the "wraparound" Major Medical Plan are:

a. Nondeductible $100 x-ray feature: This provision allows payment of the first $100 spent for x-ray/laboratory costs without the necessity of satisfying a deductible.

b. Nondeductible $300 supplemental accident benefit: This feature provides that each covered individual will be covered for the first $300 of medical costs resulting from an accident without the necessity of satisfying a deductible.

2. A faculty member becomes eligible for Major Medical on the first day of the month coinciding with or next following the day he/she begins employment. If Major Medical is not applied for at this time a statement of health must be submitted to the insurance carrier which has the right to decline coverage if medical evidence deems it necessary. Eligible dependents are the spouse of an eligible faculty member, unmarried children under age 19, and unmarried children from age 19 through 25 who are full-time students and dependent upon the faculty member for support. (If a faculty member is divorced and the divorce decree mandates that the faculty member provide medical insurance for the ex-spouse the faculty member may retain family coverage. A single parent may retain family coverage.) To be eligible for the "wraparound" features of the Major Medical Plan a faculty member must be a participant in the Adelphi Blue Cross plan. A faculty member with a Blue Cross policy elsewhere may continue that policy and may have Major Medical coverage at Adelphi but will not be able to take advantage of the nondeductible $100 x-ray benefit or of the nondeductible $300 supplemental accident benefit.

3. Participation in the Major Medical Plan is open to full-time faculty. Regular part-time faculty members may participate provided they are approved by the insurance carrier after submission of a statement of good health.

4. Effective September 1, 1987, the University shall pay eighty-five percent (85%) of the premium for a single policy. Effective September 1, 1988, the University shall pay eighty percent (80%) of the premium for a single policy. Effective September 1, 1989, the University shall pay seventy-five percent (75%) of the premium for a single policy. In each year covered by this Agreement, the University shall pay seventy-five percent (75%) of the premium for a family policy. Regular part-time faculty members may participate in the group plan but the University shall not make any contribution towards the premium.

D. Disability Benefits:

1. The Long Term Disability Insurance Plan provides benefits which begin on the first day of the month following six (6) consecutive months of total disability and continue during such disability until age 70 or as subject to Federal law. Benefits are calculated at the rate of sixty percent (60%) of base salary up to a maximum benefit of $3000 per month. Effective January 1, 1988 the maximum monthly benefit shall increase to $4000. A booklet describing the Disability Plan is available from the Office of Human Resources.

2. A full-time faculty member is covered by this insurance plan effective the first day of the month following the completion of six months of employment at Adelphi. Effective January 1, 1988, coverage shall become effective on the first day of the month following the commencement of employment.

3. The University shall pay the total premium for disability insurance.

E. Life Insurance:

1. The University shall provide each full-time faculty member with $3000 of life insurance at no cost to the faculty member. Effective January 1, 1988 this amount shall be increased to $5000.

2. Full-time faculty shall be eligible to participate in a contributory life insurance program. The coverage under this program shall be twice base salary up to a maximum coverage of $100,000 for the faculty member, $5000 for the spouse of the faculty member, and $1000 for each dependent child. A faculty member's monthly contribution towards the premium per $1000 of coverage shall be according to the following schedule:

Age Range	Cost per $1000 of insurance
under 30	$0.08
30-34	$0.10
35-39	$0.17
40-44	$0.26
45-49	$0.40
50 and over	$0.50

3. Effective January 1, 1988 regular part-time faculty members will be eligible to purchase $50,000 of group life insurance coverage at their own expense provided they are found physically and otherwise qualified by the insurance carrier.

4. Full-time faculty shall have the right to participate in the Voluntary Personal Accident Insurance Plan offered through the University. A brochure describing this plan is available in the Office of Human Resources.

F. Other Insurance Benefits:

1. Each full-time faculty member and regular part-time faculty member shall be covered by $1,000,000 of Professional Liability Insurance to cover clinical and similar teaching situations. The University shall pay the full premium for this insurance.

2. Each full-time faculty member and regular part-time faculty member shall be covered by $150,000 of 24-hour Accidental Death and Dismemberment Insurance while traveling on University business. A University business trip commences when the faculty member leaves his/her residence or place of regular employment, whichever occurs last, for the purpose of going on such a trip, and shall continue until such time as the faculty member returns to his/her residence or place of employment, whichever occurs first. For each traveler's protection it is important to record in official departmental files all official business trips, local or otherwise, prior to departure. The University shall pay the full premium for this insurance.

3. Other existing insurance benefits, including but not limited to those specified in Sections A-F of this Article, shall continue on the same basis as at present.

G. Legal Insurance:

The Administration and the AAUP shall use the Fringe Benefits Committee established below to explore the possibility of implementing an insurance policy to cover the costs of legal service required by individual faculty members.

H. Change of Insurance Carriers:

Nothing in sections A-F of this Article shall prevent the University from changing insurance carriers provided that the new contract(s) provide equal or superior benefits to the faculty. If the University considers that a change of carrier is called for, it shall inform the AAUP prior to beginning any discussions with a new carrier. The Fringe Benefits Committee established below shall discuss provisions of the policy proposed by the new carrier. No new policy shall go into effect without the written concurrence of the AAUP.

I. Refund of Insurance Premiums:

Any refund of insurance premiums shall be distributed proportionately to the faculty member and the University in the same proportion as their contribution.

J. Credit Union

1. Full-time, Senior Adjunct, Regular Adjunct, and regular part-time faculty may participate in the Nassau Educators Federal Credit Union. Deductions can be made through payroll deductions for loans or savings accounts. A brochure describing this option is available in the Office of Human Resources.

2. The Administration and the AAUP shall use the Fringe Benefits Committee established below to explore the possibility of establishing an Adelphi Credit Union.

K. Tuition Remission:

1. Immediately following the date of appointment a full-time faculty member may take, free of charge, one graduate or undergraduate course per semester.

2. One year following the date of appointment of a full-time faculty member the dependent children of that faculty member are eligible for tuition remission at institutions with which Adelphi has in effect reciprocal agreements.

3. The children of deceased, retired, or totally and permanently disabled faculty who are tenured or who have served five (5) years or more shall be entitled to all tuition remission benefits available to the children of active full-time faculty.

4. Spouses of full-time faculty members shall be entitled to tuition remission for two (2) undergraduate courses per semester or three (3) graduate courses per semester. In order to accommodate an individual's academic program, the foregoing tuition remission benefit shall be accelerated.

5. In any semester in which a regular part-time faculty member is employed at Adelphi, he/she shall be entitled to one (1) course at one-half (1/2) tuition remission and his/her spouse and/or dependent children shall be entitled to 1/2 tuition remission for each course taken to apply to a maximum of one course per semester of full tuition remission. In any semester in which a Senior Adjunct Faculty member is employed at Adelphi, he/she shall be entitled to one (1) course at full tuition remission. The tuition remission benefit for the spouse and/or dependent children of a Senior Adjunct Faculty member shall be the same as that for the spouse and/or dependent children of a regular part-time faculty member.

6. Dependent children who receive tuition remission shall make application to all New York State and Federal awards or scholarships to the end that the amounts received from those awards and/or scholarships inure to the benefit of the University. Applications will be available in the Office of Financial Aid.

7. The Administration and the AAUP shall continue attempts to develop an improved interscholastic tuition remission program and shall prepare a joint annual report on efforts in this area.

L. TIAA-CREF and/or Alternative Plans:

1. For the duration of this Agreement the ratio of contribution to TIAA-CREF and/or alternative plans as between the University and each full-time faculty member who participates shall be set forth below:

Years of Participation in TIAA-CREF and/or Alternative Plans	Contribution Univ.	Faculty
1-2	7.5%	4.5%
3-6	8.5%	3.5%
7-20	9.5%	2.5%
21 or more	11.5%	3.5%

2. The phrase "years of participation in TIAA-CREF and/or alternative plans" herein, means total years of employer participation in the TIAA-CREF and/or alternative plans whether through employment at Adelphi or elsewhere.

3. It is understood that the above-stated ratios of contribution shall apply even if a faculty member chooses to contribute a lower percentage of his/her salary than set forth above, and that the University shall not be required to contribute more than the percentages set forth above even if a faculty member chooses to do so.

4. The existing waiting period for eligibility shall continue. This is to say that the University's matching contribution shall begin two years after the initial appointment unless the faculty member has served three years or more without TIAA-CREF and/or alternative plan at another accredited institution, in which case the contribution will start one year after the date of appointment. Faculty members who have participated in TIAA-CREF and/or alternative plans at another institution or who have previously participated in a State Retirement Plan may participate at Adelphi from the date of appointment unless there is a gap in employment of more than two years.

Upon receiving notice that they have been granted tenure of appointment faculty who do not hold a TIAA-CREF and/or an alternative plan annuity contract must initiate and maintain such a contract, or in a written communication to the President, release the University from any obligation for support after retirement.

5. Regular part-time faculty shall be entitled to make deposits, via payroll deduction or payroll reduction, into any of the investment vehicles available to full-time faculty.

6. The Administration shall promptly deposit contributions to the various plans available, but in no case later than ten (10) working days after the pay date. Exception to this deadline shall be made in the case of September and December when the deadline shall be the twelfth (12th) working day in October and January respectively. Additional exception to these deadlines shall be made in the case of faculty members who have changed their contributions during the previous thirty (30) days. For these individuals the deadline shall be extended to twenty (20) working days after the pay date.

7. Full-time and regular part-time faculty shall be able to make payroll deduction contributions to an Individual Retirement Arrangement (IRA). Such contributions shall be at least $50 per month.

M. Sabbatic and Honorary Leaves-of-Absence:

1. a. The academic merit of proposals for sabbatic leaves-of-absence are subject to the approval of the University Personnel Committee, Provost, President, and Board of Trustees. In the event that the Provost or President do not concur with the University Personnel Committee, the Provost or President will so inform the University Personnel Committee and provide a rationale for such judgement. The University Personnel Committee may revise and/or resubmit its recommendations. The Provost and President will review the recommendations and submit all documents to the Board for final disposition.

b. Subject to the foregoing, for 1987-88, 1988-89, and 1989-90, four percent (4%) of the full-time faculty, as of the beginning of the Fall semester of the academic year in which sabbatic leave decisions are made, shall be granted one-half (1/2) year sabbatics or honorary leaves (which shall be subject to the same conditions and procedures as sabbatics), to be taken the following year, assuming satisfaction of the requirements of the Personnel Plan as to eligibility and time of application. Fractions shall be carried over (16.2 people result in 16 leaves with 0.2 carried over) until the fractions at up to one (1) leave which is granted in the year the whole number is reached.

In the event that the sabbaticals referred to above are not awarded in any single year, the excess will be added to the number available in the following year, with such carryover, if any, to expire with the Collective Bargaining Agreement.

c. Full year, one-half (1/2) pay leaves will be granted subject to the same procedure described in 1.a. for the determination of merit. These leaves are also subject to the criterion of departmental needs described in 2.

d. Subject to the approval of the Board, in addition to the leaves mentioned in 1.b. there shall be four (4) no-cost one-half (1/2) year at full pay sabbatics, it being understood that at the time of application the appropriate department chair and Provost shall certify them to be academically acceptable and of no cost to the University.

2. In the event that there are a number of year or half-year sabbatic leaves in the same department for the same period, if a full-time faculty member must be hired to replace those on sabbatic leave (this does not apply to those on leave without pay), one or more leaves in the department shall be deferred until the next year without affecting the number under 1.b. above (thus the number of leaves taken in one year may be reduced by one, even though that results in the number taken the following year being increased by one).

3. Faculty returning from sabbatical shall file a report with the Unit Personnel Committee and the University Personnel Committee upon the expiration of their leave, indicating their fulfillment of the sabbatical plan submitted. These plans and reports shall be filed by the University Personnel Committee in Swirbul Library and will be available to all library users. The plans and reports shall also be added to the faculty member's personnel folder and be taken into account in considering any future personnel decisions. A faculty member whose report is not accepted by the Unit Personnel Committee or who does not return to the University for a period of one year shall be liable for full reimbursement to the University.

N. Leaves-of-Absence for Faculty with Reduced Load Status:

A faculty member who, at the time of applying for a sabbatic or honorary leave-of-absence, holds or previously held reduced load status shall be eligible for such a leave on the same basis as a full-time faculty member except that in calculating time of service the time spent with reduced load shall be counted on a pro-rated basis. Upon accepting a sabbatic or honorary leave-of-absence a faculty member terminates his/her reduced load status.

O. Child Care Leave:

Upon the request of a full-time or regular part-time faculty member, a leave-of-absence without pay shall be granted for one year for the care of a newborn infant or adoption of a minor child. This leave shall not count toward tenure, nor shall these leaves be consecutive. The faculty member may continue his or her fringe benefits at no cost to the University. A regular part-time faculty member shall retain his/her title during and subsequent to the leave.

P. Leaves-of-Absence for Regular Part-Time Faculty:

A regular part-time faculty member shall be entitled to an unpaid leave of up to one year without loss of title. Such leave must be approved by the appropriate chairperson and Dean.

Q. Repurchase of Tenure:

1. The repurchase of tenure is available to all faculty who can satisfy the following requirements:

a. Shall be a tenured faculty member.

b. Shall have completed at least ten years of full-time teaching at Adelphi University.

c. The combination of age and years of full-time service shall add up to at least 65.

2. Qualified faculty may apply for repurchase of their tenure. The AAUP will be notified when an application is filed and of the terms of such repurchase. The terms will be those mutually agreed upon by the faculty and the Provost. The University has the right to refuse any such requests.

R. Fringe Benefits Committee:

The Administration and the AAUP agree that a joint Fringe Benefits Committee shall meet on a regular basis to discuss improvements in the benefits specified above or the introduction of new fringe benefits.

ARTICLE XII
FACULTY INFORMATION, FACILITIES, AND PRIVILEGES

A. Availability of Faculty Information:

1. The Administration annually shall provide each faculty member with detailed written descriptions of the faculty benefit programs and a clear explanation of the faculty member's options and rights thereunder.

2. The Administration annually, on an academic year basis, shall provide each faculty member with an itemized statement of all fringe benefit contributions made on his/her behalf during that academic year, including the faculty member's contributions, if any. Tuition remission data may be included at the discretion of the Administration.

3. In order to receive certain benefits, Blue Cross, Major Medical, Life Insurance, TIAA-CREF and/or alternative plans, a faculty member must sign up for the benefit.

The Administration, by certified mail-return receipt requested, shall notify the faculty members who are eligible for such benefits at the time of their initial appointment, at the time they become eligible to sign up, and at the time there is a change in the schedule of benefits. They shall also be notified in the same letters of their rights and responsibilities.

If a change in the schedule of benefits affects the entire faculty then the notification by certified mail may be replaced by notification to each faculty member by individual letters via campus mail.

An individual conference between the Director of Human Resources, or his/her designee, and the affected faculty member may substitute for the certified mail procedure described above. In this case the Office of Human Resources shall maintain a record, signed by the faculty member, of the items discussed at the conference.

The faculty member will have 10-30 days, the exact period being specified in the notification, after receipt of the notification (or the conference) to sign up for the benefit through the Office of Human Resources or forego the benefit until the next eligibility period.

B. Faculty Office and Secretarial Services:

The Administration will provide each full-time faculty member with a suitably equipped office and access to adequate departmental or school secretarial services.

The Administration will attempt to provide part-time faculty members with adequate desk space, mailbox, and secretarial services. The Administration is committed to increasing the availability of such facilities and services. To this end the Administration and the AAUP shall each appoint two persons to a committee which shall evaluate the needs of part-time faculty and the availabilty of space and staff. This committee shall file a written report with the parties by April 1, 1988. The Administration shall inform the AAUP by May 31 of each year as to what additional facilities and services have been made available to part-time faculty. In providing facilities to part-time faculty the needs of Senior Adjunct Faculty shall be given the highest priority.

C. Physical Environment:

The Administration, acting within its discretion, shall use its best efforts to provide faculty members with an appropriate environment for carrying out their duties as teachers and scholars within the resources of the University. This environment normally includes, among other things, clean classrooms, parking at existing fields, adequate lighting, and suitably equipped off-campus classrooms for off-campus programs.

ARTICLE XIII
WORKLOAD

I. STANDARD PRACTICES

A. General University Practice

The workload shall be eight (8) courses or twenty-four (24) hours for the 1987-88 academic year, seven (7) courses or twenty-one (21) hours for the 1988-89 academic year, and six (6) courses or eighteen (18) hours for the 1989-90 academic year (credit or contact hours whichever is existing practice, except as modified herein), except as listed below.

1. The approval of the appropriate Dean and the Provost will be required for the granting of additional teaching credits per course beyond the stated amount of teaching credit. This shall not apply to laboratories. All such approvals shall apply to groups of classes rather than to individual sections taught by specific faculty.

2. At the request of a faculty member one course of overload in a semester can be used to have a lesser workload in the following semester without loss of pay. This shall not interfere with the normal academic offerings, and shall have prior approval of the chair, the dean of the school or college, and the Provost. It is understood that such practice will not result in the need to increase overload and/or part-time costs in the department and/or school.

3. The department chair, appropriate dean, and Provost shall determine the extent, if any, to which faculty in a department or school shall be able to shift base load teaching assignments to the summer. The determination shall be made on the basis of previous patterns of course offerings, and shall take into account that any such shifts shall not interfere with the normal academic offerings or result in the need to increase overload and/or part-time costs in the department or school. At the request of a faculty member up to two courses of workload may be deferred to the summer sessions without loss of pay, if such courses are available as specified in this paragraph. If such an arrangement is agreed upon, it is understood by the faculty member that if some or all of the summer load is cancelled the faculty member shall be required to fulfill the required teaching obligations during the following academic year. In cancellation of summer sections the Administration shall, to the extent possible, cancel sections taught on a part-time basis rather than those taught as part of base.

4. Underload in the Fall semester shall be made up by overload in the Spring. If underload is more than made up by overload the next semester, then there will be cash payment for such additional overload. For the 1987-88 academic year, if overload or Independent Study or its equivalent payments are made for the Fall, there should be deduction from salary in the Spring if the faculty member has an underload in the Spring. Effective with the beginning of the 1988-89 academic year, if overload payment is made for the Fall, there should be deduction from salary in the Spring if the faculty member has an underload in the Spring. Such deductions shall be made from salary checks in equal amounts during April, May, June, July and August. The amount of deduction shall not exceed the amount of overload payments in the Fall.

5. Except at the discretion of the Provost, no faculty member who has been granted released time, or assigned time, shall simultaneously carry an overload.

6. Assigned time is the equivalent number of credit hours assigned by the Dean of the school or college and approved by the Provost to duties other than actual student contact time. At the discretion of the Provost and the agreement of the particular faculty member involved, cash payments may be substituted for assigned time.

7. Except as specifically stated in Article XIII, assigned time, released time, and special assignments shall be at the discretion of the Provost. Any faculty member may individually refuse to undertake such assignments.

8. Individuals who have retired from Adelphi University or individuals who are past the University retirement age for full-time faculty shall not be employed for part-time teaching or administrative duties without the prior written approval of the Provost.

9. No regular part-time faculty member shall carry a load equal to or exceeding the base load of a full-time faculty member in that faculty member's unit. This shall also apply to University College, where the base load of a full-time faculty member would be taken to be as described in the first paragraph of Article XIII; however, a committee shall be established to see whether any special provisions need be made for University College. This limitation shall not apply to any regular part-time faculty member, who, prior to September 1, 1987, had a heavier load; however, such a faculty member shall not be required to have a heavier load unless he/she so desires.

B. College of Arts and Sciences (Assignment on Academic Year Basis)

1. Premedical and Prelaw Councils

For 1987-88, six (6) hours of assigned time for the Chairs of the Premedical and Prelaw Councils.

2. English (assignment on semester basis)

a. The workload in the Department of English shall be twelve (12) teaching hours except for those faculty whose workload includes at least one writing course who shall carry ten (10) teaching hours for the 1987-88 academic year.

b. Writing courses are to carry four (4) teaching credits for the 1987-88 academic year.

c. Faculty whose workload exceeds ten (10) hours for those teaching a writing course or twelve (12) hours for those not teaching a writing course as specified in a. above shall be compensated at overload rates for the 1987-88 academic year.

d. Effective September 1, 1988 writing courses are to carry three (3) teaching credits.

e. Effective September 1, 1988, the workload of the Department of English shall be seven (7) courses per year, including no more than one (1) writing course per semester. If there is more than one (1) writing course per semester provision g. shall apply.

f. Effective September 1, 1988, the workload of the Department of English shall be nine (9) teaching hours. This workload may be composed of a combination of literature and writing courses; however, no faculty member shall shall be required to teach more than one (1) writing course per semester.

g. In any given semester, effective September 1, 1988, a faculty member who teaches more than one (1) writing course shall receive one (1) credit of overload for each writing course beyond the first.

3. Performing Arts

For the Technical Director six (6) hours of assigned time in 1987-88. Effective with the beginning of the 1988-89 academic year the assigned time for the Technical Director shall be three (3) hours.

4. Psychology

For the Director of Laboratories six (6) hours of assigned time in 1987-88. Effective with the beginning of the 1988-89 academic year the assigned time for the Director of Laboratories shall be three (3) hours.

5. Speech Arts and Speech Pathology-Audiology

Six (6) hours of assigned time for the Director of the Speech and Hearing Center.

6. Ph.D. and Other Doctoral Programs

During 1987-88 the workload in effect during 1986-87 shall continue, except for the Department of Mathematics. For the Department of Mathematics the workload during 1987-88 shall be six (6) courses and the provisions of Article XIII.II.B-D shall apply. For the doctoral program in Psychology, effective with the beginning of the 1988-89 academic year, the workload shall be three (3) courses or nine (9) hours per semester or six (6) courses or eighteen (18) hours per academic year (credit or contact hours whichever is existing practice).

C. Graduate School of Arts and Sciences

See Article XIII.I.B.6 above.

D. School of Business Administration

Present practices to be maintained through the 1987-88 academic year. For the 1988-89 and 1989-90 academic years refer to the first paragraph of section I.A of this Article.

E. School of Nursing

Present practices to be maintained through the 1987-88 academic year. For the 1988-89 and 1989-90 academic years refer to the first paragraph of section I.A of this Article.

F. School of Social Work

The base load in the School of Social Work shall be as follows:
For 1987-88: 5 units per semester/10 units per year
For 1988-89: 9 units per year
For 1989-90: 8 units per year

1. Teaching, consisting of:
Classroom teaching: 3 credit course = 1 unit;
Orientation seminar for new field instructors (= 0.5 unit)

2. Committees (if in existence):

Effective September 1, 1987 faculty shall carry one (1) unit of committee assignment per semester, it being understood that if as a result of the addition of fractional units the sum exceeds 1.0 but is less than 1.25 no overload compensation shall be made. In no case shall the total committee assignment equal or exceed 1.25 units per semester.

Chair:	
Curriculum Committee	= 1.00
Personnel Committee	= 1.00
Academic Standards	= 1.00
Accreditation Task Force	= 1.00
Undergrad. Accreditation	= 1.00
Library Committee	= 0.75
Scholarship Committee	= 0.75
Faculty Development	= 0.75

Membership:

Sequence Committees	= 0.25
All other committees	= 0.25 to 0.50

(All committees that equal 0.5 are expected to meet 4 times per month. All 0.25 committees are expected to meet twice per month.)

3. Field Duties, consisting of:

a. Field Instruction
3 Students in field instruction (includes faculty supervision of field internship) = 1.0 unit

b. Faculty Supervision of Field Internship

10 students = 1 unit
Faculty supervision of field internship includes:

1 meeting per month with coordinator; a minimum of 2 meetings per semester with field instructors as a group; a minimum of 2 agency visits per semester re: individual students; 1 meeting per semester with agency executive in non-teaching center agency; individual and group meetings with advisees.

c. Coordination of Teaching Center

Effective September 1, 1987, each coordinator shall be limited to one (1) unit of coordination per semester.

Coordination includes:

1 meeting per month with the Director of Field Work;
1 group meeting per month with faculty advisors;
1 meeting per month with agency executives or advisory committee;
Membership on Field Work Committee

G. Institute of Advanced Psychological Studies

The standard workload shall be as specified as in the first paragraph of section I.A of this Article.

Workload Units shall include classroom courses (one (1) three (3) credit-hour course = 1 unit); clinical supervision (two (2) students = 1 unit); dissertation supervision (six (6) students = 1 unit); and research supervison (one (1) workgroup = 1 unit). The normal semester workload will be composed of these activities equal to the required sum.

H. Institute for Teaching and Education Studies

The standard workload shall be as specified in the first paragraph of section I.A of this Article.

Assigned time for particular assignments shall be:

1. For Coordinator of Special Education six (6) hours of assigned time.

2. For Director of Reading Center six (6) hours of assigned time.

3. For Coordinator of Elementary Education twelve (12) hours of assigned time in 1987-88, nine (9) hours in 1988-89, and six (6) hours in 1989-90.

4. For Coordinator of Secondary Education three (3) hours of assigned time.

5. Supervision of student teachers shall be equated on the basis of five students equals three credits unless the faculty member concerned agrees to six students equals three credits.

6. For the Coordinator of Field Instruction twelve (12) hours of assigned time in 1987-88, nine (9) hours in 1988-89, and six (6) hours in 1989-90.

I. Library

Each full-time member of the Library Faculty will work a total of nine and one-half (9-1/2) months out of each fiscal year. The fifty-four (54) days not worked must be scheduled by mutual agreement between the Dean of Libraries and each Library Faculty member, but must be scheduled throughout the year so as to meet the needs of the Libraries for professional staffing at all times the Libraries are open. The fifty-four (54) days off will be pro-rated for Library Faculty hired at mid-year. At the discretion of the Dean, and in order to meet essential professional staffing need, a Library faculty member may be contracted to work more than ten (10) months per year, with a base salary based upon the Library Faculty member's regular salary, pro-rated for ten (10) months (or based upon the number of hours worked and his/her hourly rate, assuming a thirty-five (35) hour work week).

Library Faculty are expected to maintain a significant presence in the Libraries or on the campus and will be accountable for thirty-five (35) hours of work per week, which may include the discharging of professional library duties and responsibilities (e.g. reference services; bibliographic instruction; collection development; aquisition, cataloging, and organization of library materials; Library or University committee work). At the discretion of the Dean and in order to meet essential professional staffing needs, a Library faculty member may agree to work more than thirty-five (35) hours per week. In such a case, the Library Faculty member will receive overload pay based upon his/her hourly rate, assuming a thirty-five (35) hour work week.

For library faculty released time equivalent to a three (3) credit-hour course shall be eight and three quarters (8-3/4) hours per week.

J. Academic Role of Academic Administrators

Academic administrators are understood to include the President, the Provost, Associate and Assistant Provosts, Academic Vice-Presidents, and the Deans, Associate Deans, and Assistant Deans of the college, of the schools, and of the Libraries. Academic administrators may participate fully in the instructional and research programs of the University by engaging in such activities as teaching courses, conducting research, providing student advisement, and providing professional librarian services in the University Libraries. It is understood that such activities shall not contitute the primary responsibility of academic administrators. In the Libraries primary responsibility is defined to be more than twelve (12) hours per week.

The above paragraph is understood specifically to supersede the Agreement between the University and the AAUP of January 29, 1986.

II. SPECIAL ASSIGNMENTS

A. During 1987-88 the provisions of the 1984-87 Collective Bargaining Agreement pertaining to special assignments shall be continued. These provisions are stated in full as Appendix B to this Agreement.

B. Effective September 1, 1988, it is understood that as used below the term independent study student refers to a student registered for three (3) credit-hours of independent study; the term tutorial student refers to a student registered for a three (3) credit-hour tutorial; and the term dissertation supervision refers to the supervision of a student registered for at least three (3) credit-hours of graduate work and engaged in doing research and/or writing related to the eventual presentation of either a master's thesis or doctoral dissertation.

C. Effective September 1, 1988, a total of six (6) independent study students and/or tutorial students and/or dissertation supervisions shall constitute the equivalent of one (1) three (3) credit-hour course. Such a course equivalent may constitute a part of base load.

D. Effective September 1, 1988, for a faculty member whose total of activities as specified in paragraph C above is less than six (6) and at least four (4) in both the Fall and Spring semesters, credit shall be given for one (1) three (3) credit course in the Spring. No more than one (1) three (3) credit course per semester shall be included in base load.

E. Certain special assignments may, at the discretion of the Administration, carry compensation in addition to salary. This extra compensation shall not, however, be considered part of base salary, and such special assignments shall not be considered part of base load.

F. Any services not covered elsewhere in this Agreement which start in the January intersession or during the summer and are required by the Administration shall be paid for at rates to be mutually agreed upon by the AAUP and the Administration.

III. RELEASED TIME

A. University Personnel Committee:

1. The Secretary of the University Personnel Committee shall be entitled to released time consisting of one (1) three (3) credit-hour course per academic year, or its equivalent, depending on the individual's department, school, or the Library.

2. The Chair of the University Personnel Committee shall be entitled to two (2) three (3) credit-hour courses per academic year, or its equivalent, depending upon the individual's department, school, or the Library.

3. The remaining members of the University Personnel Committee shall be entitled to share in a released time program consisting of courses totaling twenty-four (24) credit-hours per academic year, or its equivalent, depending on the individual's department, school, or the Library, with allocation and procedures to be determined by the University Personnel Committee.

4. The Administration shall encourage department heads to afford additional released time to the members of the University Personnel Committee, provided that this can be accomplished without any additional cost whatsoever to the University.

B. Chair of Faculty Senate:

The Chair of the Faculty Senate shall be entitled to released time consisting of two (2) three (3) credit-hour courses per academic year, or its equivalent, depending upon the individual's department, school, or the Library.

C. President of the AAUP:

The President of the AAUP shall be entitled to released time consisting of two (2) three (3) credit-hour courses per academic year, or its equivalent, depending upon the individual's department, school, or the Library.

D. Chair of the Faculty Grievance Committee:

The Chair of the Faculty Grievance Committee shall be entitled to released time consisting of one (1) three (3) credit-hour course per academic year, or its equivalent, depending upon the individual's department, school, or the Library.

E. Second Vice President for Grievance of the AAUP:

The Second Vice President for Grievance of the AAUP shall be entitled to released time consisting of one (1) three (3) credit-hour course per academic year, or its equivalent, depending upon the individual's department, school, or the Library.

IV. GENERAL FACULTY OBLIGATIONS

A. 1. Each full-time faculty member shall hold at least four (4) office hours per week during the academic year when classes are in session. The faculty member shall distribute office hours over at least two days as best to serve the interests of his or her students. Faculty teaching during evening hours should schedule some of their office hours at these times. Regular part-time faculty shall schedule one (1) office hour per course taught. Office hours shall be posted and on file with the department chair.

2. At times of advisement and pre-registration, as established in the academic calendar, faculty members assigned to these duties by the Dean or chair shall make additional office hours available, by appointment. In addition, faculty members upon adequate notice shall perform advising duties during general registration as assigned by the chair. If the chair is unable to make the assignments, then the chair's designee shall do so.

3. Each full-time faculty member shall maintain a significant presence on the campus for teaching, office hours, sponsored research and training, committee work, planning activities, meetings, research, advisement, etc. Common University practice is four (4) working days or the equivalent when classes are in session. Such time shall include time spent in off-campus locations as part of one's base load and shall also include normal off-campus academic activities. During the academic year when classes are not in session faculty members shall be available as required by their chair or Dean for meetings, committee work, advising, etc., upon adequate notice.

4. Faculty members should refrain from shortening, lengthening, canceling, adding, or rescheduling of classes. If, however, such changes are necessary or in the interest of academic enrichment, the faculty member shall make every effort to seek agreement in advance from the affected students. If the necessary change will affect more than one class meeting, the faculty member is expected to gain approval of the appropriate chair and Dean, and adhere to University policies and procedures concerning such matters as minimum contact hours and the scheduling of classrooms. (One class meeting means that no change will take place at any one time that will affect several class meetings.) In the event of illness or unavoidable absence every attempt should be made to notify appropriate personnel in sufficient time.

5. Each faculty member is expected to meet administrative requirements as to record keeping, sending requested information promptly to the Registrar, Bursar, Deans, Chairs and other administrative and academic offices and officials.

6. A faculty member should establish and announce early in each term policy on attendance, course requirements, and criteria for grading, and should keep students abreast of any changes which may be desirable as the course develops. During the term, the faculty member should present to students, within a reasonable time, information on any evaluation made of their academic performance and progress. At the end of the term, a faculty member is expected to submit final grades to the Registrar in accordance with the University academic calendar, and to counsel academically delinquent students.

7. Each full-time faculty member shall attend commencements, and each Senior Adjunct Faculty member will be encouraged to attend commencements.

8. Except in rare circumstances and with the Dean's approval, faculty members shall not provide private counseling, tutoring, lessons, or consultations for members of the student body for a fee; all reasonable assistance by faculty members to the student is to be encouraged as part of the total educational process.

9. Each full-time faculty member is expected to attend convocations and faculty meetings. Each Senior Adjunct Faculty member will be encouraged to attend convocations and faculty meetings.

10. Faculty members shall provide full and accurate advisement and academic counseling to students. The Administration shall provide to faculty advisors necessary information and materials. No faculty member shall be given credit or compensation for such advisement.

11. Faculty members shall abide by the general regulations applicable to the Adelphi community.

12. A faculty member, in any opinion or certificate which he/she may give as to the merits or claims of any business undertaking or of any scientific or practical invention, shall not use the name of the University other than for purposes of affiliation.

B. Compliance with the General Faculty Obligations above (A1-A12) is the responsibility of each faculty member. A complaint about an alleged instance of non-compliance shall be pursued as set forth below:

1. An alleged violation shall be reported by any concerned party to the departmental chair, program director, division or sequence chair, dean or Provost; or shall be noted by a department chair, program director division or sequence chair, dean or Provost, who shall seek an informal resolution of the problem, in the first instance, if possible and appropriate, at the departmental level.

2. If there is no prompt resolution in step 1 above, the department chair, program director, division or sequence chair, the chair of the unit personnel committee, or any concerned party shall refer the matter to the appropriate dean; or, if the complaint originated with the dean, to the Provost, who shall attempt to effect a resolution. (The Unit Personnel Committee or the department may be consulted at this step by any concerned party, but such consultation shall not unduly delay the resolution.)

3. If there is no resolution in step 2, the matter shall promptly be presented to the Conciliation Committee consisting of two administrators appointed by the Provost and two faculty elected by the Faculty Senate. The Committee will attempt promptly to achieve a resolution.

4. If there is no resolution in step 3, the Provost will review the matter and shall decide what discipline, if any, shall be recommended to the President. The AAUP, and/or the affected faculty member, shall have the right to promptly file a statement to the President which may deal with the facts of the alleged offense and/or the penalty proposed by the Provost. If the President concurs with the Provost's recommendation or modifies it, and the recommendation is not accepted by the faculty member, the dispute over it may be submitted to arbitration pursuant to Article VII, sections C.3, D., E., and H. of this Agreement.

ARTICLE XIV
MINIMUM TERMS

This Agreement states the minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the Administration will not employ a member on terms less favorable to him/her than those stated herein.

ARTICLE XV
INTEREST SUCCESSION

A. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

B. In the event of a consolidation of Adelphi University with any other educational institution or group of institutions, whether by merger, acquisition or otherwise, the terms and conditions of this Agreement shall be binding upon the surviving entity, to the extent allowed by law.

ARTICLE XVI
SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be unlawful, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, and the remainder of the Agreement shall continue to be binding upon the parties hereto. In that event the parties shall, upon the request of either party, commence immediately to negotiate substitute provisions for all such affected provisions which are as close to the stricken provisions as possible. If the parties do not agree on substitute provisions within thirty (30) calendar days after the request to negotiate, their dispute will be arbitrated pursuant to the Arbitration provisions of this contract. This provision shall not be construed by the arbitrator to allow violation of any provision of a federal wage and price law. Notwithstanding the foregoing, if the legal impediment to the enforcement of the original contract provision(s) is removed during the life of this Agreement, the original provision(s) shall immediately become effective and the substitute provision(s) shall automatically be null and void. In such event, to the extent that it is lawful, any affected provisions involving salary, monetary payments, or pension contributions shall be applied retroactively to the date the impediment arose or to the effective date of this Agreement, whichever is the most current date, and the University shall be entitled to a credit against such retroactive payment for the value of any additional benefits provided under the substitute provision(s).

ARTICLE XVII
RATIFICATION

Executed subject to ratification by the membership of the AAUP and by the Board of Trustees of the University this 31st day of August 1987. If notice of nonratification is not received by the AAUP or the University on or before September 21, 1987 this Agreement shall be deemed ratified.

ARTICLE XVIII
EFFECTIVE DATE
AND DURATION

A. This Agreement shall be effective as of the 1st day of September, 1987 and shall expire on the 31st day of August 1990.

B. The parties shall commence negotiations toward a new Collective Bargaining Agreement during the Spring Semester in 1990.

IN WITNESS WHEREOF, the parties hereto have, subject to ratification, executed this Agreement on the 31st day of August, 1987.

ADMINISTRATION OF
ADELPHI UNIVERSITY

President

Chief Negotiator

University Negotiating Committee

Dominick J. Cavallo
Jeffrey Kane
Carol Sabino

ADELPHI UNIVERSITY CHAPTER,
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

President

Vice President
and Chief Negotiator

AAUP Negotiating Committee

Lester Baltimore
Barbara Cohen
David Gleicher
Leon Lebensbaum

APPENDIX A

FORM NLRB 4279
(3 72)

RC RM RD

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

ADELPHI UNIVERSITY

Employer

and

ADELPHI UNIVERSITY CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Petitioner

TYPE OF ELECTION
(Check one)
__ Consent Agreement
__ Stipulation
__ Board Direction
__ RD Direction

(Use check box below where appropriate)
__ Stip(7)

Case No. 29 RC 1640

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the National Labor Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a collective bargaining representative has been selected; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor,

Pursuant to authority vested in the undersigned by the National Labor Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for

ADELPHI UNIVERSITY CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

and that, pursuant to Section 9(a) of the National Labor Relations Act, as amended, the said labor organization is the exclusive representative of all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

UNIT: SEE ATTACHED

Signed at BROOKLYN, NEW YORK
On the 22nd day of May 1972

On behalf of
NATIONAL LABOR RELATIONS BOARD

Samuel M. Kaynard

Regional Director, Region
National Labor Relations Board

GPO 930 145

INCLUDED:

All full- and regular part-time faculty including professional librarians and research associates.

EXCLUDED:

All other employees, administrative personnel, deans, associate deans, assistant deans, assistants to the deans, support personnel such as counselors and technicians, the director of continuing education, the director and associate director of the computing center, the registrar, the research administrator, the director of admissions, the director of intercollegiate athletics, the director and assistant director of libraries, directors of the school of nursing, the director of the children's theater, coaches except those who are engaged in full- or part-time faculty functions, guest lecturers, field instructors in the school of social work who are paid by outside agencies, graduate teaching and research assistants, the director of the instructional media center, guards, and supervisors within the meaning of the Act.

APPENDIX B
SPECIAL ASSIGNMENT PROVISIONS FOR 1987-88

A. No faculty member shall be compensated or given credit for student advisement. Except in those cases where advisement is an integral part of the student's program (i.e. Social Work), advisement should be part of faculty responsibility in addition to regular teaching assignments.

B. No faculty member shall be compensated for more than five students in Independent Study per semester.

C. Faculty members with underloads in a given semester shall undertake Independent Study.

1. Before it is assigned to a faculty member carrying a full load provided it is within the areas of the faculty member's expertise, and the student is willing

2. Without additional compensation.

3. Six students taking 3 credits each of Independent Study shall equal one course (this waives the limit of 5 Independent Study students per semester).

D. Certain special assignments may, at the discretion of the Administration, carry compensation in addition to salary. This extra compensation shall not, however, be considered part of base salary.

E. Faculty compensation for Independent Study, or its equivalent, shall be as follows:

11 or more semesters teaching experience:	$150 per student
6 - 10 semesters teaching experience:	$128 per student
Less than 6 semesters teaching experience:	$113 per student

F. Faculty who supervise master's or doctoral research shall be compensated at the same rate as in paragraph E. provided that the student has officially registered for such research. Compensation for a given student in a given course shall be limited to two semesters for a Master's and six for a doctoral (one or more of these semesters may be a summer session).

G. Faculty members shall not be compensated for Independent Study or master's or doctoral research unless they have a full teaching load. If a faculty member does not have enough teaching to bring him/her up to the base load then independent study or its equivalent may be added to his/her load at the rate of six students = one course.

H. If any teaching or other services are to be required by the Administration in the January intersession, they shall be paid for at rates to be mutually agreed upon by the AAUP and the Administration.

Adelphi
UNIVERSITY GARDEN CITY, LONG ISLAND, NEW YORK 11530

OFFICE OF THE PROVOST (516) 663-1127

August 30, 1987

Professor Stephen Z. Goldberg
Chief Negotiator
Adelphi Chapter
American Association of University Professors
Adelphi University
Garden City, New York 11530

Dear Dr. Goldberg:

The purpose of this letter is to confirm the understanding that was reached in negotiations which is stated below:

> The Constitution of the Faculty and the Personnel Plan (including all Appendices thereto) shall not be unilaterally abrogated in whole or in part, but may be amended pursuant to the provisions set forth therefor in the Constitution and Personnel Plan.
>
> Any allegation of abrogation, in whole or in part, shall promptly be discussed between the AAUP and the Provost, and if the matter is not resolved, it shall be subject to binding arbitration before Arbitrator Maurice Benewitz, if he is available. If Mr. Benewitz is not available to serve within a reasonable period, the successor arbitrator shall be Richard Adelman. Such arbitration, if brought, shall be commenced promptly after the discussions with the Provost.
>
> This letter shall replace Article VI of the 1984-87 Agreement and all its terms, promises and prohibitions.

If your understanding conforms with my own, please sign on behalf of your organization on the line below.

Very truly yours,

Igor Webb
Acting Provost

Stephen Z. Goldberg

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ADELPHI CHAPTER OF THE AAUP
AND
THE ADMINISTRATION OF ADELPHI UNIVERSITY

A question has been raised as to the distinction and credit assignments for different functions in the School of Social Work referred to in the current Collective Bargaining Agreement as "faculty supervision of field internship". In an effort to explain and resolve this issue, the parties agree to the following process:

1. The Faculty of the School of Social Work, in a manner of their own choosing, shall prepare a written report explaining the nature of the different functions known as "faculty supervision of field internship," indicating the basis of historic workload credit assignment provided for such activities. The report shall be submitted to the Provost by January 1, 1988.

2. Upon review of the report, the Provost shall determine whether in his opinion, any changes in the workload credit assignment are warranted, setting forth the proposed change and the basis thereof. A copy of the report shall be provided to the Social Work Faculty and to the AAUP by February 1, 1988.

3. If the AAUP rejects the Provost's decision, it shall notify the Provost by March 1, and if a resolution cannnot be reached within ten (10) days, the dispute will be promptly resolved in arbitration by Maurice Benewitz. The arbitrator's decision shall be final and binding.

4. The result of this procedure supersedes Article XIII.F.3 of the Collective Bargaining Agreement.

for the Administration of
Adelphi University

for the AAUP

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